

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, California 90012 (213) 974-1101 http://ceo.lacounty.gov

September 23, 2008

Board of Supervisors GLORIA MOLINA First District

YVONNE B. BURKE Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

PUBLIC HEARING ON THE PROPOSED SALE OF A PORTION OF THE HOLLYWOOD BOWL TO F. THOMAS MULLER AND CAROL S. ELIEL FOR THE PURPOSE OF ELIMINATING AND REMOVING AN ENCROACHMENT ON COUNTY PROPERTY IN THE CITY OF LOS ANGELES (THIRD DISTRICT) (3 VOTES)

SUBJECT

This recommendation will transfer title for a 328.5 square-foot portion of the Hollywood Bowl property to remove an encroachment by the adjacent property owners at 2200 Broadview Terrace.

JOINT RECOMMENDATION WITH THE DIRECTOR OF PARKS AND RECREATION THAT YOUR BOARD, AFTER THE CLOSE OF THE PUBLIC HEARING:

- Find that the 328.5 square-foot portion of the Hollywood Bowl property, as legally described in Exhibit "A," be removed and no longer classified as park, recreational, or cultural property.
- 2. Find that the subject property is not required for County use and is surplus to its needs.
- 3. Find that the sale and conveyance of title to this property is categorically exempt under the California Environmental Quality Act (CEQA).

The Honorable Board of Supervisors September 23, 2008 Page 2

- 4. Find that the \$14,782.50 offered by F. Thomas Muller and Carol S. Eliel, the adjacent property owners, as consideration for the transfer of title to the subject 328.5 square-feet of real property, as legally described in Exhibit "A," complies with the requirements of Public Resources Code Section 5405.
- 5. Approve the sale of the County's right, title and interest in the subject property to F. Thomas Muller and Carol S. Eliel for \$14,782.50 and instruct the Chair to sign the Agreement for Conveyance of Title to Encroached Area and Declaration of Covenants, Conditions, and Restrictions and the quitclaim deed.
- 6. Approve the use of the funds received for the remaining portions of the Hollywood Bowl in lieu of the acquisition of substitute park land pursuant to Public Resources Code Section 5404.
- 7. Instruct the Auditor-Controller and the Department of Parks and Recreation to deposit the sales proceeds into the appropriate trust fund pursuant to the Park Preservation Act.
- 8. Authorize the Chief Executive Office to take all further actions and execute all other necessary documents to complete the sale and transfer of title upon approval of the documents by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to eliminate and remove an encroachment, containing an area of 328.5 square feet, along the southerly boundary of the Hollywood Bowl property, located at the rear of the private residence at 2200 Broadview Terrace owned by F. Thomas Muller and Carol S. Eliel. The encroached area is improved with a spa, paved patio, and masonry wall. The encroached area will be severed from the Hollywood Bowl property, and title will be transferred to Mr. Muller and Ms. Eliel for monetary consideration at \$45 per square foot based on recent comparable sales of unimproved land in the area plus a \$2,000 fee for the cost of processing this transaction including the cost of survey work by the Department of Public Works.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations will further the Board-approved County Strategic Plan Goal 1 (Service Excellence) that will provide a fair and equitable solution that will preserve the appearance, use, and value of the adjacent private property while providing monetary compensation to the County for the loss of the real property that will be used to improve the Hollywood Bowl property.

The Honorable Board of Supervisors September 23, 2008 Page 3

FISCAL IMPACT/FINANCING

The proposed sale of 328.5 square feet will be at \$45 per square foot based on recent comparable sales of unimproved land in the area providing a total monetary consideration to the County of \$14,782.50. These funds must be reserved and used for the improvement of the remaining portions of the Hollywood Bowl as required under the Park Preservation Act, Public Resources Code Section 5400 et. seq. An additional fee of \$2,000 has been paid by Mr. Muller and Ms. Eliel to reimburse the County for the cost of processing this transaction including surveying costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The encroached area to be conveyed, being a portion of Lot 36 of Tract 3874 as depicted on Exhibit "C," is located along the southerly boundary of the Hollywood Bowl and contains an area of 328.5 square feet out of a total County-owned land area of 69.63 acres. This area, consisting of mostly level terrain and improved with a spa, paved patio, and masonry wall, is the uppermost portion of a large hillside area above and adjacent to the Odin Street parking lot.

The conveyance of title to the encroachment area will be subject to a deed restriction limiting the use of the property to its present spa and patio use as a part of the rear yard area serving the residence at 2200 Broadview Terrace and may not be improved with any additional structures, nor subdivided in combination with the existing lot that comprises 2200 Broadview Terrace. The subject property is adjacent to a part of the hillside area above the Odin Street parking lot that is geologically active and has experienced episodes of soil movement and slippage, usually after heavy winter rains, with the last such occurrence being in 1978. Should any slope instability or movement occur either on the subject property or from adjacent County-owned property, which damages or threatens to cause damage to the subject property to be conveyed, Mr. Muller and Ms. Eliel and their successors and assigns agree not to assert any claim against the County. The encroachment area being conveyed will be subject to a power of termination in favor of the County in the event of a breach in any of these deed restrictions if such breach is not cured within 90 days.

The direct sale of this property to remove an encroachment is authorized as a part of the County's express and implied powers to manage and dispose of its real property under Government Code Sections 23003 and 23004. Pursuant to Public Resources Code Section 5404, your Board may, after holding a public hearing, sell real property designated for park and recreational use if the amount of property sold is less than 10 percent of the total area of the property holding, but not more than one acre. Proceeds from the sale must be used for the improvement of the remaining portion of the property holding.

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As required by Government Code Section 65402, the Chief Executive Office has provided notification of the proposed sale to the City of Los Angeles (City) Planning Department. The Agreement for Conveyance of Title requires Mr. Muller and Ms. Eliel to make application to the City for a Certificate of Compliance and to comply with any conditions that the City may attach. Notice of the public hearing has been posted at the Hollywood Bowl for forty-five (45) days as required by Public Resources Code Section 5406.

County Counsel has reviewed and approved as to form the attached Conveyance Agreement and Quitclaim Deed

ENVIRONMENTAL DOCUMENTATION

The recommended actions are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15312 of the State CEQA Guidelines and Class 12 of the County's revised Environmental Document Reporting Procedures and Guidelines adopted by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects.

CONCLUSION

It is requested that the Executive Officer of the Board of Supervisors return the executed Conveyance Agreement in duplicate and the quitclaim deed along with two certified copies of the Minute Order and a conformed copy of the Board letter to the Chief Executive Office for further processing.

Respectfully submitted,

WILLIAM T FUJIOKA

Chief Executive Officer

Director, Department of Parks and Recreation

WTF:RG:DL JSE:DS:eb

Attachments (3)

c: County Counsel Auditor-Controller

2200Broadview.b

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Los Angeles Chief Administrative Office 500 West Temple Street, Room 754 Los Angeles, CA 90012 Attn.: Don Simpson

Space above this line for Recorder's use

AIN 5549-026-901 (Por)

AGREEMENT FOR CONVEYANCE OF TITLE TO ENCROACHED AREA AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AGREEMENT AND DECLARATION is made and entered into this 23rd day of September, 2008, by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("County") and F. THOMAS MULLER and CAROL S. ELIEL, as joint tenants ("Muller and Eliel").

PREMISES:

- A. County is the owner in fee simple of certain real property containing approximately 70 acres in the City of Los Angeles, County of Los Angeles, State of California known as the Hollywood Bowl located at 2301 North Highland Avenue, Los Angeles, California 90068, being, in part, a portion of Lot A, Theatre Arts Alliance Tract as shown on map recorded in Book 41, page 83, of Maps and Lots 36, 37, and 38 of Tract 3874 as shown on map recorded in Book 57, pages 87 to 88 inclusive of Maps, in the office of the Los Angeles County Recorder ("County Property").
- B. Muller and Eliel are the owners of adjacent real property in the City of Los Angeles, County of Los Angeles, State of California, commonly known as 2200 Broadview Terrace and legally described as Lot 35 of Tract 3874 as per Map recorded in Book 57, Pages 87 to 88 inclusive of Maps in the office of the Los Angeles County Recorder ("Muller and Eliel Property").
- C. A portion of County Property on Lot 36 of Tract 3874 has been encroached upon by a spa, concrete deck, steps, and masonry wall as a part of the side/and or rear yard area serving the Muller and Eliel Property (Encroachment Area).
- D. The parties desire to eliminate and remove said encroachment by County transferring title to the Encroachment Area to Muller and Eliel containing an area of 328.5 square feet as legally described in Exhibit "A" and depicted by map on Exhibit "B" (Encroachment Area).

E. The parties desire the covenants, conditions and restrictions set forth herein be made of record and be binding upon the Encroachment Area, which shall run with the land, and shall be binding upon the parties, their successors and assigns.

NOW THEREFORE, County and Muller and Eliel agree and hereby declare:

- County agrees to transfer title to the Encroachment Area to Muller and Eliel by quitclaim deed. Title to the Encroachment Area shall be vested as follows: F. Thomas Muller and Carol S. Eliel, as joint tenants.
- 2. Muller and Eliel agree to purchase the Encroachment Area for \$45 per square foot and agree to pay County, as the total purchase price, the sum of \$14,782.50 and agree to pay to County a nonrefundable processing fee of \$2,000.00 to cover the cost of County staff time to prepare documentation, including the legal description, map, and recommendations to County's Board of Supervisors.
- 3. Muller and Eliel herewith tender \$2,443.48 to County for the \$2,000.00 processing fee plus a nonrefundable good faith deposit of \$443.48 as three percent (3%) of the total purchase price, the receipt of which is hereby acknowledged.
- 4. County shall serve as escrow holder. Muller and Eliel shall pay in full the remaining balance of \$14,339.02 to County by cashier's or certified check made payable to the County of Los Angeles at least three (3) business days prior to the recordation of the deed. In the event Muller and Eliel cancel their purchase of the Encroachment Area, the \$2,000.00 processing fee and the \$443.48 good faith deposit shall be retained by County. In the event County's Board of Supervisors does not approve the sale of the Encroachment Area, both the \$2,000.00 processing fee and the \$443.48 shall be returned to Muller and Eliel.
- 5. All costs and expenses related to this transaction shall be paid by Muller and Eliel, including but not limited to, the cost of title insurance, all documentary transfer taxes, recording fees, and miscellaneous charges.
- County shall reserve and except unto itself all oil, gas, hydrocarbons, or other
 minerals in and under the Encroachment Area without the use of the surface or
 subsurface to a depth of 500 feet, measured vertically, from the surface.
- 7. County's surveyor shall mark the corners of the new property line. Muller and Eliel shall maintain (and may repair and replace) the existing fencing, demarcating the new property line between the Muller and Eliel Property and the remaining County Property. Said fence shall have no gates providing access to the remaining County property.
- 8. Muller and Eliel acknowledge and agree to accept title to the Encroachment Area in its as-is condition without any warranty, express or implied, or representation by the County as to its physical condition, its soils and geologic stability, location, size,

- use, and zoning, including the presence of pollutants or contaminants affecting the soils and ground water on or under the property.
- 9. Muller and Eliel acknowledge that they are aware that the Encroachment Area is a part of a County-owned hillside area which is geologically active and is adjacent to portions which have experienced episodes of landsliding in the past and/or ongoing slower movement of soils and underlying geologic strata. In the event future landsliding or the slower ongoing movement of soils and underlying geologic strata cause or threatens to cause damage to the Encroachment Area and to any improvements therein, Muller and Eliel and their successors and assigns agree not to assert any claim against the County for any damages.
- 10. The Encroachment Area will be used only for the existing spa, paved patio, planters, gardens, irrigation equipment and paved walkways and steps serving the residence at 2200 Broadview Terrace and for any future repairs and replacements thereto, provided that the gallon-capacity of any replacement spa is not increased above that of the existing spa. No water from the operation and maintenance of the spa or irrigation equipment shall be discharged onto the adjacent County Property.
- 11. The Encroachment Area shall not be improved with any structures having a roof, either open or covered, including but not limited to additions to the residence.
- 12. The Encroachment Area may not be included with Lot 35 of Tract 3874 for purposes of changing the use of Lot 35 of Tract 3874.
- 13. The Encroachment Area shall be subject to a power of termination in favor of the County in the event of breach by Muller and Eliel or their successors and assigns of the restrictions set forth in Paragraphs 10, 11, and 12 above. In the event Muller and Eliel and their successors and assigns should breach any of the restrictions set forth in Paragraphs 10, 11, and 12, above, upon written notice given by County and the failure by Muller and Eliel or their successors and assigns to cure such breach or default within ninety (90) days of the date of such notice, County shall have the power to terminate title to the Encroachment Area, as legally described in Exhibit A, in accordance with California Civil Code Sections 885.010 et seg. upon (i) delivery to Muller and Eliel or their successors and assigns then holding fee title of a notice of exercise of power of termination pursuant to California Civil Code Section 885.050, and (ii) recordation of such notice in the Official Records of Los Angeles County, unless within one hundred and eighty (180) days of such delivery and recordation Muller and Eliel or such successors and assigns commence an action to contest such termination, in which case termination of title shall be stayed pending the outcome of such contest.
- 14. Within ninety (90) days after transfer of title to the Encroachment Area, Muller and Eliel will file with the City of Los Angeles ("City") an application for a Certificate of Compliance and will record said Certificate of Compliance when issued by the City. County agrees to support said application and to provide assistance to Muller and Eliel and the City in the preparation of and in the processing of said application.

Muller and Eliel agree to comply with the conditions, if any, that the City may attach to the Certificate of Compliance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Declaration as of the day and year first above written.

COUNTY OF LOS ANGELES

OWNERS OF 2200 BROADVIEW TERRACE

By Chair of the Board of Supervisors

F. Thomas Muller

ATTEST:

SACHI A. HAMAI

Executive Officer-Clerk of The Board of Supervisors

Carol S. Eliel

Zachelle Smitherman Deputy

APPROVED AS TO FORM: RAYMOND G. FORTNER, JR. COUNTY COUNSEL

Paul T. Hanson

Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

4

SEP 2 3 2008

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI Executive Officer

Clerk of the Board of Supervisors

Deputy

STATE OF CALIFORNIA)	
)	SS
COUNTY OF LOS ANGELES)	

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signature of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



SACHI A. HAMAI, Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles

Deputy

ACKNOWLEDGMENT

STATE OF CALIFORNIA)	
COUNTY OF LOS ANGELES)	
On June 1 2008, before me, IN Search H	ov.
Notary Public, personally appeared Carol S. Eliel, who satisfactory evidence to be the person(s) whose name instrument and acknowledged to me that he/she/they eauthorized capacity(ies), and that by his/her/their signal person(s), or the entity upon behalf of which the person	(s) is/are subscribed to the within executed the same in his/her/their ature(s) on the instrument, the
I certify under PENALTY OF PERJURY under the la foregoing paragraph is true and correct.	aws of the State of California that the
WITNESS my hand and official seal.	IN SEOUK HONG Commission # 1553369 Notary Public - California Los Angeles County My Comm. Expires Feb 18, 2009
[SEAL]	
STATE OF CALIFORNIA)	
COUNTY OF LOS ANGELES)	
On June 2 2008, before me, Renachin	dsey

Notary Public, personally appeared F. Thomas Muller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

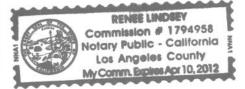


EXHIBIT "A"

LEGAL DESCRIPTION FOR PROPERTY

THAT PORTION OF LOT 36, AS SHOWN ON TRACT MAP 3874 ON FILE IN BOOK 57 PAGES 87 AND 88 OF MAPS, RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT;

THENCE N16-11-59E 10.25 FEET ALONG THE SOUTHEASTERLY SIDELINE OF BROADVIEW TERRACE;

THENCE S45-55-16E 47.00 FEET;

THENCE N88-12-29E 12.75 FEET, TO THE EASTERLY LINE OF SAID TRACT;

THENCE S0-18-48W 10.85 FEET, ALONG THE EASTERLY LINE OF SAID TRACT, TO THE SOUTHEAST CORNER OF SAID LOT;

THENCE N55-57-36W 59.50 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT, **TO THE POINT OF BEGINNING.**

AREA OF LAND TO BE RELINQUISHED = 328.5 SQUARE FEET

END



6/11/08

5 00°18'48" W

10.85

12.75

2.75

RECORDING REQUESTED BY
County of Los Angeles
AND MAIL TO:
F. Thomas Muller and Carol S. Eliel
2200 Broadview Terrace
Los Angeles, CA 90068

Docu	ment transfer tax is L.A. County 80 \$
	L.A. City 44 \$
() computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale
COU	NTY OF LOS ANGELES
By	

Space Above This Line Reserved for Recorder's Use

Assessor's Identification Numbers: 5549-026-901 (Portion)

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF LOS ANGELES, a body corporate and politic, does hereby remise, release, and forever quitclaim to F. THOMAS MULLER and CAROL S. ELIEL, as joint tenants, all its right, title, and interest in and to all that real property in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof and depicted by map on Exhibit B.

EXCEPTING AND RESERVING all oil, gas, petroleum, and other hydrocarbons and minerals, but without the right of entry to the surface of said land.

SUBJECT TO AND BUYER TO ASSUME:

All taxes, interest, penalties, and assessments of record, if any.

2. Covenants, conditions, restrictions, reservations, easements, rights, and right-of-way of record, if any.

3. That certain Agreement for Conveyance of Title to Encroached Area and Declaration of Covenants, Conditions and Restrictions, recorded on _______, 2008, as Document No. _______ of Official Records in the office of the Los Angeles County Recorder.

4. The subject property is transferred to grantee in an "as is" condition without any warranty either express or implied. The County of Los Angeles makes no representation as to its location, size, use, zoning or physical condition, including, but not limited to the condition of the soils, ground water, and/or geologic stability on or under the subject property and the presence of pollutants or contaminants therein.

The County of Los Angeles affirms that the subject property was subdivided from the adjacent Hollywood Bowl, a public
park and cultural facility, and that grantee will need to make application to the City of Los Angeles for the purpose of
obtaining a Certificate of Compliance.

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Dated 9- 23-08



SACHI A. HAMAI, Executive Officer of the Board of Supervisors of the County of Los Angeles

y Sa Chelle Smitherman

COUNTY OF LOS ANGELES, a body corporate and politic

a body corporate and politic

ONNE BRAITHWAITE BURKE

Chair, Board of Supervisors of the County of Los Angeles

STATE OF CALIFORNIA)	
)	SS.
COUNTY OF LOS ANGELES)	

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this <u>29</u> day of <u>September</u>, 20<u>DB</u>, the facsimile signature of <u>YVONNE B. BURKE</u>, Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the COUNTY OF LOS

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(COUNTY-SEAL)

ANGELES.

SACHI A. HAMAI, Executive Officer of the Board of Supervisors of the County of Los Angeles

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR. County Counsel

Paul T Hanson

Principal Deputy County Counsel

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AREA OF LAND TO BE RELINQUISHED = 328.5 SQUARE FEET

END



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

82-0024 DPW Rev.8/99

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SURVEY NOTES

